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PURCHASE ORDER

THE RAMO-WOOLDRIDGE CORPORATION
ELECTRONIC INSTRUMENTATION DIVISION
9010 BELLANCA AVE. • LOS ANGELES 45, CALIFORNIA
PHONE OR 8-0311 — ORchard 2-0171

IMPORTANT: SIGN AND RETURN ATTACHED ACKNOWLEDGMENT IMMEDIATELY

This Order Number Including Letter or Number Prefix Must Appear on All Packages and Correspondence.

SAPC 36614
COPY OF

*THIS COMPANY IS A GOVERNMENT CPFF CONTRACTOR.

DATE	REQ. NO.
10-15-56	68675
TERMS: Net 10 D.	TAX PERMIT NO. AB28672 TAXABLE ☐ YES ☐ NO SEE ABOVE

SHIP TO: Room 116 - 9010 Bellanca Ave. Los Angeles 45, Calif.

F.O.B.: Not applicable

SHIP VIA: Not applicable

BILL IN DUPLICATE TO: ELECTRONIC INSTRUMENTATION DIVISION 9010 Bellanca Ave. Los Angeles 45, Calif.

VENDOR:
AIRCRAFT DEVELOPMENT & ENGINEERING CO.
3825 Willat Avenue
Culver City, California

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DISC.	UNIT	TOTAL
1.		This Purchase Order is issued to provide the services of the following:	$840.00		MAX.	

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INSPECTION	DIVISION	COST CENTER CODE	GOVT. CONTRACT NO.	DATE PROMISED
None	Elect. Instrumentation	27-20-00	Classified	As required
RENEGOTIATION ☒ YES ☐ NO	SECURITY CLASS: Unclassified	ACCT. NO. OR M.J.O.: 7003-10	CONSUMABLE ☐ FIXED ☐ SERVICES ☒	CONFIRMED BY: DATE 10-15-56
IN PLANT ROUTING: N/A				BUYER: DATE TYPED 10-17-56

. No verbal change to this order authorized without written approval. 2. Make no changes in prices, terms, quantity, or delivery without ur written consent. 3. The terms and conditions printed on the back become a part of this order by your acceptance hereof.

MATERIAL REQUIRED AT DESTINATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

STAT

N/A

VENDOR ACKNOWLEDGMENT SIGNATURE | DATE | THE RAMO-WOOLDRIDGE CORPORATION — ELECTRONIC INSTRUMENTATION DIV.

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R-W. FORM 1-27 REV. 9-56

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THE RAMO-WOOLDRIDGE CORPORATION

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS

1. SHIPMENTS AND ADVANCE COMMITMENTS: Each container, and accompanying packing lists, must show this order number. No charge shall be made for packaging, delivery or similar costs unless expressly authorized by this order. All items shall be suitably prepared for shipment to secure the lowest transportation and insurance rates, and to meet carrier's requirements. Buyer may, at its option, either retain items received in advance of the delivery schedule or return them to Seller at Seller's risk and expense; if retained, time for payment and discount shall be based upon scheduled delivery dates. Seller shall place all orders for and schedule deliveries of materials and parts necessary for its performance under this order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of said materials and parts, or out of work performed hereunder, in advance of the time necessary to meet the delivery schedules hereunder, unless Buyer has given its prior written consent to such advance commitments or work.

2. PAYMENT: Original and one (1) copy of invoices shall be mailed to Buyer's Accounting Department when items are shipped. The time for payment of Seller's invoices shall commence with date of actual receipt of items in complete accordance with the requirements of this order. Any adjustments in Seller's invoices due to shortage, late delivery, rejection or other failure to comply with the requirements of this order may be made by Buyer before payment.

3. WARRANTIES AND INSPECTION: Seller expressly warrants that all items will conform to applicable specifications, drawings and samples, that they will be free from defects in material and workmanship, and that they will be fit for their intended use. Upon final inspection and acceptance, Seller's liability under said warranties shall be limited to liability for latent defects, fraud, or such gross mistakes as amount to fraud. Said warranties, however, shall not be deemed to limit any warranties of additional scope given to Buyer by Seller. Unless otherwise specified, all items will be subject to final inspection and acceptance at Buyer's plant. Buyer may, at its option, either hold rejected items for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's breach of warranty. No replacement of rejected items shall be made unless otherwise specified on Buyer's returned material orders.

4. CHANGES: Buyer shall have the right at any time before completion of the order to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause and increase or decrease in prices or in the time required for performance, Seller shall promptly notify Buyer thereof, and an equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a Purchase Order Change Notice issued and signed by Buyer.

5. TAXES: Federal, State or local taxes of any nature which are billed to Buyer, shall be stated separately in Seller's invoices. Any and all tax exemption certificates will be accepted by Seller.

6. PATENTS: Seller shall, with respect to any device or composition of design submitted by Seller or of Seller's standard manufacture, indemnify and hold harmless Buyer, its customers and agents, from costs and damages, as finally determined by any court for infringement of any United States Letters Patent by reason of the sale or normal use of such device or composition, provided that Seller is promptly notified of all such actual or potential infringement suits, and is given full and exclusive control of the defense thereof by Buyer.

7. CONTRACT: The parties hereto agree that this Order and the acceptance thereof shall be a contract made in the State shown in the Buyer's address on the face of this Order and governed by the laws thereof.

8. PROPERTY FURNISHED TO SELLER BY BUYER: No designs, tools, patterns, or drawings supplied by the Buyer to the Seller for use in manufacturing of articles contracted herein shall be used in the production, manufacture or design of any other articles for any other purchaser nor for the manufacture or production of larger quantities than those specified except with the express consent in writing of the Buyer. At the termination of this contract they, together with all excess materials, shall be disposed of as Buyer shall direct. All such designs, tools, patterns, drawings and materials supplied by the Buyer shall be segregated by the Seller in the Seller's plant, and wherever possible, clearly marked so as to be easily identified as Buyer's property. Where materials are furnished by Buyer, title to such material in all stages of construction shall be and remain in Buyer. If materials of partially completed articles are furnished by the Buyer and are in any way damaged or made unfit for intended use, the Buyer's cost thereof is to be paid by Seller.

9. TERMINATION: (a) The Ramo-Wooldridge Corporation may terminate work under this Purchase Order in whole or in part at any time by written or telegraphic notice to Seller.

(b) Upon termination of this Order by The Ramo-Wooldridge Corporation for any reason other than default or delay of Seller (except for causes beyond Seller's control and without Seller's fault or negligence), the respective rights and duties of The Ramo-Wooldridg Corporation and Seller shall be in accordance with the provisions of ASPR Section VIII (8-706) Subcontract Termination Clause for Use in Fixed Price Contracts or, in the case of Cost Plus Fixed Fee Contracts, in accordance with the provisions of ASPR Section VIII (8-702): provided, that The Ramo-Wooldridge Corporation's liability for costs arising out of the termination of this Purchase Order and for costs arising out of the termination of subcontracts on purchase orders shall not include anticipatory profits.

10. (a) ASSIGNMENTS: No assignment of this order or of any moneys due or to become due thereunder shall be binding upon Buyer until its written consent thereto is obtained.

(b) SUBCONTRACTING: The Seller agrees that it will not enter into a subcontract or purchase order for the procurement of the items covered by this order in completed or substantially completed form without first securing the approval of the Buyer and, if applicable, an Air Force Contracting Officer as to source.

11. VALIDITY: The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

12. PRICES: Seller represents that it is intended that its prices shall not exceed prices permitted by applicable Government price regulations; in the event it is subsequently determined that Seller's prices are in excess of prices permitted by such regulations, Seller shall refund the excess to Buyer.

13. MANDATORY CONDITIONS REQUIRED BY GOVERNMENT CONTRACTS: The conditions of this Article 13 shall apply, unless otherwise stated, in addition to the other terms and conditions of this order, if United States Government Contract Number or Ramo-Wooldridge Corporation Code Number is noted on the face of this order:

(a) AUDIT AND INSPECTION: Seller's manufacturing plant and books, or such part of the plant as may be used in furnishing the items ordered, will at all times be subject to inspection and audit by any person designated by the head of any executive department of the Government. If any inspection or test is made by the Government on Seller's premises, Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this order, have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller involving transactions related to this order; the preceding part of this sentence shall not apply if this order (1) does not exceed $1,000.00 or (2) is for public utility services at rates established for uniform applicability to the general public.

(b) MILITARY SECURITY REQUIREMENTS: The military security requirements clause contained in paragraph 7-104.12 of the Armed Services Procurement Regulation, as in effect on the date of this order, is made a part hereof by this reference, provided, however, that whenever the word "Government" appears in said clause it shall be deemed to read "Government or Buyer", and whenever the word "Contractor" appears therein it shall be deemed to read "Seller."

(c) DISCRIMINATION: The Seller, in performing the work required by this order, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. (Not applicable if the order is for standard or commercial articles).

(d) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order, Seller will immediately give notice thereof to the nearest Unitd States Air Force representative. Such notice shall include all relevant information with respect to such dispute.

(e) LAWS: Seller agrees that the items will be manufactured or furnished in compliance with all applicable provisions of the federal laws, as heretofore or hereafter amended, known as the Fair Labor Standards Act, Walsh Healey Act, Eight-Hour Law, Buy American Act, Vinson-Trammell Act, Royalty Adjustment Act, and the Espionage Act (and statutes relative thereto) and all applicable regulations, rulings and interpretations issued thereunder.

(f) PATENTS: Seller shall, prior to filing any patent application which discloses classified subject matter relating to this order, obtain permission from the Contracting Officer so to do.

(g) RENEGOTIATION ACT: This Purchase Order is subject to the Renegotiation Act of 1951 (P. L. 9, 82nd Congress) and shall be deemed to contain all the provisions required by Section 104 of said Act. Seller agrees to insert the provisions of this paragraph in all subcontracts as required by Section 104 of the Renegotiation Act of 1951, provided that Seller shall not be required to insert the provisions of this paragraph in any subcontract of a class or type described in Section 106 (a) of said Act.

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